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Great Brit - George

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1807. 29  
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25 Geo. IV c. 4  
An ACT for empowering the Trustees  
of the Will of William late Marquis  
of Powis, to make Sales, Exchanges,  
and Leases, of divers Parts of his  
Estate, for the Purposes therein men-  
tioned, and for making the Exempli-  
fication of the same Will, and attested  
Copies of the Inrollment thereof, Evi-  
dence in all Courts in Great-Britain.



Whereas the most Honourable William late Marquis of Powis, deceased, made his last Will and Testament, in Writing, bearing Date the Twenty-eighth Day of April One thousand Seven hundred and Forty-seven; and thereby, and by a Codicil thereto, dated the Sixth Day of February One thousand Seven hundred and Forty-seven, charged all his real and personal Estate, whatsoever and wheresoever, with the Payment of all his just Debts, and Funeral Charges; and did also give and devise all and every his Castles, Manors, Lands, Tenements, and Hereditaments, Messuages, Advowsons, Tythes, Lead Mines, and other Mines, and all and every Part of his real Estate whatsoever, lying and being in the several Counties of Mont-

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gomery,

gomery, Middlesex, Northampton, Salop, Radnor, and Caermarthen, or lying and being  
 in any other Part of Great-Britain and Wales, or elsewhere, to the Right Honour-  
 able *Herbert Lord Montjoy*, of the *Isle of Wight*, and Viscount *Windsor* of the  
 Kingdom of *Ireland*, *James Travers* of the Parish of *Saint Andrew*, *Holborn*, in  
 the County of *Middlesex*, Gentleman, since deceased, *John Allen Pussey* of *Lincoln's-  
 Inn-Fields*, in the same County, Esquire, and *William Gooftrey* of *New-Inn*, in the  
 same County, Gentleman; and their Heirs; In Trust nevertheless, that they, and  
 the Survivors and Survivor of them, and the Heirs of such Survivor, should, by  
 and out of the Rents, Profits, and Produce, or by Mortgage of all or any Part  
 of his said real Estate whatsoever, or by Sale of all or any Part of his said real  
 Estate in the County of *Northampton*, raise Money sufficient to pay all his just  
 Debts, and Funeral Charges, which his personal Estate should fall short of paying;  
 and for raising a Stock or Fund for carrying on his Lead Mines; and also to pay  
 such Salary and Salaries, Costs, Charges, and Expences, as in the said Will are  
 mentioned; and after Performance of the several Trusts aforesaid, and subject  
 thereto, should yearly pay all the Remainder of the clear Rents, Issues, and  
 Profits, of his said real Estate and Mines, to *Henry Arthur* now Earl of  
*Powis*, by his then Title and Designation of Lord *Herbert of Cherbury*, for and  
 during his natural Life: And that after his Decease, the said Trustees, and the  
 Survivors and Survivor of them, and the Heirs of such Survivor, should stand  
 and be seised of all and every Part of his said real Estate and Mines, which should  
 be remaining after all and every the Trusts mentioned in his said Will and Codicil  
 should be performed and fulfilled, In Trust for, and to the Use and Benefit of, the  
 first and every other the Sons of the said *Henry Arthur* Earl of *Powis*, lawfully be-  
 gotten, successively, according to their Seniority, and the Heirs-Male of such Son  
 and Sons respectively, in Tail-Male; and that his said Trustees, and the Survi-  
 vors and Survivor of them, should, upon and so soon as such Son or Sons succe-  
 ssively should have attained the Age of Twenty-one Years, convey and assure unto  
 such Son and his Heirs-Male, who should be next in Remainder, all and every Part  
 of such Remainder of his said real Estate and Mines; but if, at the time of the  
 Decease of the said *Henry Arthur* Earl of *Powis*, such his first or other Sons, who  
 should be next in Remainder, and then living, should not have attained the Age  
 of Twenty-one Years, then, and in that Case, that his said Trustees, and the Sur-  
 vivors and Survivor of them, and the Heirs of such Survivor, should place out at  
 Interest, from time to time, on Government or other good Securities, all such  
 Remainder of the said Rents, Issues, and Profits, of the Remainder of the said  
 real Estate and Mines (first deducting thereout what should be expended for the  
 Maintenance and Education of such Son who should be next in Remainder); and  
 should pay to such first and other Son successively in Tail-Male, who should be  
 next in Remainder, all the said Moneys, with the Improvement thereof, upon his  
 attaining the Age of Twenty-one Years (after deducting for such Maintenance and  
 Education); and that in case the said *Henry Arthur* Earl of *Powis* should die with-  
 out leaving any Son or Sons of his Body lawfully to be begotten, or leaving such,  
 who should die before he or they should attain the Age of Twenty-one Years,  
 without Issue-Male, in such Case the said Trustees, and the Survivors and Survivor  
 of them, and the Heirs of such Survivor, should stand seised of all the Remainder  
 of his aforesaid real Estate and Mines; and of the said Savings and Improvements  
 thereof, To and for the only Use and Behoof of his own right Heirs for ever: And  
 he the said Testator thereby impowered his said Trustees, and the Survivors and  
 Survivor of them, and the Heirs of such Survivor, to grant any Lease or Leases,



not exceeding the Term of Twenty-one Years, of all or any Parts of his said real Estates (except *Powis-Castle*, and the Park, Gardens, and Demesnes thereunto belonging) for the best and most Rent that can be got for the same, without taking any Fine or Fines in respect thereof; and also to grant and demise any Lease or Leases of all or any of his said Mines, for such Terms of Years, and for such Rents, and on such Conditions, as they should think proper, as by the said Will and Codicil duly proved *per Testes* in the High Court of Chancery, and inrolled with the Clerk of the Inrollments, and exemplified under the Great Seal of Great-Britain, relation being thereunto had, may more fully appear:

And whereas the said *Herbert Lord Viscount Windsor*, having declined to act in the said Trust vested in him by the said Will and Codicil, did, in pursuance of an Order of the High Court of Chancery, assign, release, and convey, all his Estate, Right, Interest, and Trust, of, in, and to, the real Estate of the said *William* the last Marquis of *Powis*, so devised by the said Will unto the said *James Travers*, *John Allen Pussey*, and *William Goostrey*, and their Heirs:

And whereas by an Act of Parliament made and passed in the Twenty-fourth Year of the Reign of his present Majesty, intituled, An Act for establishing and confirming Articles entered into, upon the Marriage of *Henry Arthur* Earl of *Powis* with *Barbara* Countess of *Powis*, his Wife, an Infant; and for the more effectually carrying the same into Execution; after reciting the said Will and Codicil of the said *William* Marquis of *Powis* to the Effect herein before recited; and also reciting certain Articles made previous to, and in Consideration of, the Marriage of the said Earl of *Powis* with the said *Barbara* Countess of *Powis*; it was, amongst other things, Enacted, That all that the Manor or Lordship of *Hendon*, in the County of *Middlesex*; and the Improprate Rectory of *Hendon* aforesaid; and the Advowson of the Vicarage of the Parish-Church of *Hendon*; and all and every the Messuages, Farms, Lands, Tenements, Tythes, and Hereditaments, situate, lying, and being, and arising within the Manor and Parish of *Hendon*, late the Estate and Inheritance of the said *William* Marquis of *Powis*, the Uncle of the said *Barbara* Countess of *Powis*, and which were devised by his Will and Codicil to the Trustees therein named, upon the Trusts, and for the Purposes, therein mentioned; and all Meadows, Pastures, Feedings, Arable Lands, Commons, Wastes, Woods, Underwoods, Ways, Waters, Rents, Reversions, Services, Courts, Perquisites and Profits of Courts, Views of Frank-pledge, Waifs, Estrays, Liberties, Privileges, Royalties, Profits, Commodities, Hereditaments, Tythes, and Appurtenances whatsoever thereunto belonging or appertaining; and the Reversion and Reversions, Remainder and Remainders, of all and singular the same Premises; should, from and after the First Day of *June* One thousand Seven hundred and Fifty-one (subject and without Prejudice to the Trusts in and by the said Will and Codicil respectively declared for Payment of the said Testator's Debts) be vested in and settled upon the most Honourable *William* Marquis of *Hartington*, eldest Son and Heir apparent of the most Noble *William* Duke of *Devonshire*; the right Honourable *William* Earl of *Jersey*; and the right Honourable *James* Earl *Wildegrave*, and their Heirs; discharged of all the Uses, Trusts, Estates, and Limitations, in and by the said Will and Codicil limited and declared of the same, for the Benefit of the said *Henry Arthur* Earl of *Powis*, and his Sons, and their Issue-Male,

*Hendon*

Male, and the right Heirs of the said *William Marquis of Powis*, to be held by them the said *William Marquis of Hartington*, *William Earl of Jersey*, and *James Earl Waldegrave*, and their Heirs; To the Uses, upon the Trusts, and for the Purposes, therein after-mentioned; that is to say, To the Use of the said *Henry Arthur Earl of Powis*, for his Life; Remainder to the Use of the said *William Marquis of Hartington*, *William Earl of Jersey*, and *James Earl Waldegrave*, and their Heirs, during the Life of the said *Henry Arthur Earl of Powis*, In Trust, to preserve the contingent Remainders; and after the Decease of the said *Henry Arthur Earl of Powis*, To the Use, Intent, and Purpose, that the said *Barbara Countess of Powis* might, after the Decease of the said *Henry Arthur Earl of Powis* her Husband, have and receive, by and out of the same Premises, One Annuity or yearly Rent-charge of One thousand Pounds, free from Taxes, during her Life, by Quarterly Payments, as an Addition to her Jointure; with the usual Powers of Entry and Distress, and Perception of the Rents and Profits of the Premises, for the better securing the said Rent-charge; and, subject thereto, and to the Remedies and Powers thereby given and provided, for securing and recovering the same, To the Use of the Honourable *John Waldegrave*, *Brook Forester*, and *Henry Bridgeman*, Esquires, their Executors, Administrators, and Assigns, for the Term of Eight hundred Years, Upon Trust, in the First place, for better securing and recovering the said Rent-charge, and all Arrears thereof; and also upon Trust, that in case there should be no Son of the Body of the said *Henry Arthur Earl of Powis*, on the Body of the said *Barbara Countess of Powis* his Wife, or on the Body of any after-taken Wife, begotten, or, there being such Son or Sons, all of them should die under the Age of Twenty-one Years, and without Issue Male; and there should at the time of such general Failure of Issue Male of the Body of the said Earl of *Powis*, or at any time afterwards, be any Daughter or Daughters of the said Earl, on the Body of the said *Barbara Countess of Powis*; then the said Trustees shou'd, after the Decease of the said Earl, and such Failure of Issue Male of his Body, as aforesaid, by the Ways and Means therein mentioned, raise and levy the Sum of Five thousand Pounds, in Part of and towards the Portions of the Daughters of the said Earl of *Powis*, on the Body of the said *Barbara Countess of Powis* his Wife, to be paid at such times, and in such manner, and with such Maintenance in the mean time as is therein mentioned; and also, Upon Trust, that in case the said *Barbara Countess of Powis* shall survive the said *Henry Arthur Earl of Powis* her Husband, and there shall be no Issue Male between them begotten, or, there being such, all of them shall fail or be extinct in the Life-time of the said Countess, and any Part of the said additional Rent-charge of One thousand Pounds, charged upon the Premises comprised in the said Term of Eight hundred Years, as aforesaid, should happen to be raised out of the Estates of Inheritance of the said *Henry Arthur Earl of Powis*, by and under the Trusts of a Term of Four hundred Years, agreed to be limited thereof, by the said Marriage-Articles; then the said Trustees, their Executors, Administrators, and Assigns, should, by the Ways and Means therein mentioned, raise and levy so much, and such Sums of Money, as shall be equivalent to, and sufficient to repay and refund, such Sum and Sums of Money as should be raised, by and under the Trusts of the said Term of Four hundred Years, for the supplying any Deficiency that shall happen in the raising and paying the said additional yearly Rent-charge of One thousand Pounds, with Interest for the same, as therein after is mentioned; and should pay, apply, and dispose of, the Moneys directed to be raised, under the Trusts of the said Term of Eight hundred Years, unto such Persons, and in such manner, as is therein mentioned; and

for raising portions  
for the Daughters of  
the said in and in  
case of failure of  
issue male  
then leave all  
the rest of the said  
out



and immediately after the End, or other sooner Determination, of the said Term of Eight hundred Years, To the Use of the First and every other Son of the Body of the said *Henry Arthur* Earl of *Powis*, on the Body of the said *Barbara* Countess of *Powis* his Wife, to be begotten, successively, in Tail Male; with the Remainder or Reversion in Fee, to the right Heirs of the Right Honourable the Lord *Edward Herbert*, Brother of the said *William* Marquis of *Powis*, the Testator and Father of the said *Barbara* Countess of *Powis*, for ever; and which said Reversion or Remainder in Fee is now vested in the said *Barbara* Countess of *Powis*, as only Child and Heir of the said Lord *Edward Herbert*:

And whereas the said *William* Marquis of *Powis* was, at the time of his Death, greatly indebted by Mortgages, Judgments, Bonds, Notes, and otherwise, to several Persons, in several considerable Sums of Money, carrying Interest; and by the Interest attending the said Securities and Incumbrances, and the great Charges and Expences of the Management and Collection of the Rents of the several Estates lying dispersed in several Places distant from each other, and from the chief Mansion-house of the Family, the clear yearly Income of the said Estates is greatly lessened and reduced; and, considering the great Disproportion between the Interest of the said Incumbrances and the net yearly Produce of such Part of the said Estate, as, if sold, would raise a Sum sufficient to discharge the Principal; it would be greatly for the Advantage of the said *Henry Arthur* Earl of *Powis*, and the other Persons claiming under the said Will, that the said Incumbrances should be paid off and discharged by Sale of a competent Part of the Premises charged with, or affected by the same: And it is apprehended, that it would be greatly for the Benefit of the same Persons, that divers other Parts of the Estate comprised in the said Will, which lie dispersed, and remote from the Family-seat, should be sold, or exchanged for other Lands, being in a more convenient and commodious Situation:

And whereas there is a fair Prospect, that Part of the Estate at *Hendon*, in the County of *Middlesex*, may be lett upon Building-Leases, and that the same would thereby be greatly improved, and produce a greater Income to the Persons intitled to the same, for the Time being, under the same Will; But, as those Benefits and Advantages cannot be obtained for the Family, under the Uses, Trusts, and Powers, contained in the said recited Will, and Act of Parliament, without the Interposition and Authority of the Legislature:

Therefore Your MAJESTY's most dutiful and loyal Subjects, the said *Henry Arthur* Earl of *Powis*, and *Barbara* Countess of *Powis* his Wife, *John Allen Pusey*, and *William Goostrey*,

Do most humbly beseech Your most Excellent MAJESTY,

That it may be Enacted: And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and

and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful to and for the said *John Allen Pusey* and *William Goofrey*, and the Survivor of them, and the Heirs of such Survivor, at any time or times after the passing this Act, by and with the Consent and Approbation of the said *Henry Arthur Earl of Powis*, during his Lifetime, and, after his Death, by and with the Consent and Approbation of the said *Barbara Countess of Powis* his Wife, during her Life, in case she shall happen to survive him, absolutely to sell, convey, and dispose of the Fee-simple and Inheritance of and in all or any Part or Parts of the Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, situate, lying, and being, in the Counties of *Montgomery, Middlesex, Northampton, Salop, Radnor, and Carmarthen*, so devised to them the said *Herbert Viscount Windsor, James Travers, John Allen Pusey, and William Goofrey*, and their Heirs, in and by the Will of the said *William* late Marquis of *Powis*, Upon the Trusts therein mentioned (other than and except the capital Messuage, or Mansion-house, called *Powis-Castle*, in the County of *Montgomery*, and the Park, Gardens, and Demesnes, thereto belonging, and such Part of the Premises in the Counties of *Montgomery* or *Salop*, as lie contiguous to or within Five Miles from the said Castle or Park, and also other than and except the said Manor of *Hendon*, and the Lands, Tenements, and Hereditaments, within the Manor and Parish of *Hendon*, in the County of *Middlesex*) unto any Person or Persons who shall be willing to become Purchaser or Purchasers thereof, either intirely, or in Parcels, for the most Money, and best Price and Prices, that they respectively can get for the same; and, upon Payment of the Money arising by and upon such Sale or Sales, to sign and give proper Receipts for the same.

And it is hereby Enacted and Declared, That the said *John Allen Pusey* and *William Goofrey*, and the Survivor of them, and the Heirs, Executors, or Administrators of such Survivor, shall stand and be possessed of, and interested in, the Money arising by such Sale or Sales, Upon the Trusts, and for the Purposes, herein after-mentioned, expressed, and declared; that is to say, In the First place, for paying and defraying the Charges and Expences incident to and attending the obtaining and passing this Act, and making, executing, and completing, such Sale and Sales, Conveyance and Conveyances, as aforesaid; and afterwards, Upon such Trusts, and to and for such Intents and Purposes, as, in and by the said Will and Codicils of the said *William* late Marquis of *Powis*, are mentioned, expressed, provided, and declared, of and concerning the Money to arise and be produced by Sale or Mortgage of the Castles, Manors, Lands, Tenements, Hereditaments, and real Estate, thereby given and devised to the said Trustees, as aforesaid.

And it is hereby further Enacted and Declared, That in case any Sum or Sums of Money arising and produced by such Sale or Sales, as aforesaid, shall remain in the Hands of the said *John Allen Pusey* and *William Goofrey*, or the Survivor of them, or the Heirs, Executors, or Administrators, of such Survivor, after Payment and Application of such Part thereof as by the said Will and Codicil, and this present Act, are directed and appointed to be paid and issued there-



thereout, as aforesaid, such Residue and Surplus shall, by the said *John Allen Pussey* and *William Goostrey*, or the Survivor of them, or the Heirs of such Survivor, be laid out, applied, and disposed of, in the Manner, and for the Purposes, herein after-mentioned; that is to say, First and principally, in the Purchase of Freehold Lands, Tenements, and Hereditaments, in Fee-simple, and also of Copyhold Lands of Inheritance (in case it shall be found requisite or expedient), to be respectively situate and lying within the Counties of *Montgomery* and *Salop*, or One of them, or in some other County or Counties adjacent to them, or One of them: And that in the mean time, and until such Purchase shall be made, the said Surplus-money arising by such Sale shall be placed out on Government or Real Security, at Interest, by the said *John Allen Pussey* and *William Goostrey*, or the Survivor of them, his Heirs or Assigns; and the Interest, Dividends, and yearly Profits and Proceed, arising and produced from such Funds and Securities, shall go and be paid unto such Person and Persons, and be applied to and for such Uses, Intents, and Purposes, and in such manner, as the Rents and Profits of the said Lands and Hereditaments, so to be purchased therewith, would go, or be payable or applicable unto, in case the same were purchased and settled, pursuant to this Act.

**Provided always, and it is hereby Enacted and Declared,** That it shall and may be lawful to and for the said *John Allen Pussey* and *William Goostrey*, or the Survivor of them, or the Heirs of such Survivor, to lay out, apply, and dispose, any Part of such Residue or Surplus arising and produced, as aforesaid, not exceeding in the Whole the Sum of Seven thousand Pounds, in the Purchase of a Messuage or House, with proper Offices thereto belonging, to be situate and being in or near the City of *London*, or the Bills of Mortality, either in Fee-simple, or held for a Term of Years, under a Building-Lease, proper for the Residence and Habitation of the said Earl of *Powis* and his Family; so as such Purchase be made at the Instance, and by the Consent and Approbation, of the said *Henry Arthur* Earl of *Powis*; and so as the same shall, as soon as it can conveniently be done, after such Purchase, be settled, assigned, or made over, in such manner as that the same may be held and enjoyed by the said *Henry Arthur* Earl of *Powis*, and *Barbara* Countess of *Powis*, and the Survivor of them, so long as they, and the Survivor of them, shall live, and afterwards by the Person and Persons respectively who shall, for the Time being, be intitled to the Freehold or Inheritance of the Manor of *Hendon*, in the County of *Middlesex*, by virtue of or under the Limitations of the said Act of Parliament of the Twenty-fourth Year of the Reign of his present Majesty, herein before-mentioned or recited.

**Provided always, and it is hereby further Enacted and Declared,** That it shall and may be lawful to and for the said *John Allen Pussey* and *William Goostrey*, and the Survivor of them, and the Heirs of such Survivor, from time to time, and at all times, after the Passing this Act, by and with the Consent and Approbation of the said *Henry Arthur* Earl of *Powis*, signified as afore-mentioned, to grant and convey in Exchange, in lieu of other Lands, Tenements, or Hereditaments, of equal or better Value, to be situate, lying, and being, as near unto *Powis-Castle* aforesaid as can conveniently be had, all or any Part or Parts of the said

said Manors, Messuages, Lands, Tenements, and Hereditaments, which they the said Trustees are hereby impowered to sell and dispose of, as aforesaid.

And it is hereby further Enacted and Declared, That when any of the said Manors, Lands, and Premises, shall be sold for a valuable Consideration in Money, and such Receipts shall be given for the Purchase-money, as aforesaid; and also that when any of the same Premises shall be sold, disposed of, or conveyed, in Exchange for, or in lieu of, other Lands and Hereditaments; and the Fee-simple and Inheritance of such Lands shall be well vested in the said *John Allen Pusey* and *William Goostrey*, or in the Survivor of them, or in his Heirs; all and every the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments, so sold, disposed of, exchanged, and conveyed, shall be and remain for ever thenceforth freed, and absolutely discharged, of and from all and every the Uses, Estates, Trusts, Declarations, Provisoos, and Agreements, in and by the Will and Codicil of the said *William* late Marquis of *Powis*, and the said recited Act of Parliament, respectively limited, expressed, and declared, of and concerning the same; and from thenceforth all the said Premises, which shall be so respectively sold, disposed of, or conveyed, in pursuance of this Act, shall be, remain, and enure, To the only Use and Behoof of such Purchaser or Purchasers, or other Person or Persons, to whom the same shall be so respectively sold, disposed, or conveyed, and of his and their Heirs respectively for ever.

NB And it is hereby further Enacted and Declared, That as well the Messuages, Lands, Tenements, and Hereditaments, so to be purchased, as all and every the Messuages, Lands, and Hereditaments, which shall be vested in the said *John Allen Pusey* and *William Goostrey*, and their Heirs, or in the Survivor of them, and his Heirs or Assigns, in Exchange for, or in Lieu of, any other Manors, Lands, and Hereditaments, which he or they shall have disposed of or conveyed, in pursuance of this Act, shall be settled, conveyed, and assured, to, for, upon, and subject to, such and the same Uses, Estates, Trusts, Powers, Provisoos, Limitations, Intents, and Purposes, as in and by the said Will and Codicil of the said *William* Marquis of *Powis* are limited, created, provided, expressed, and declared, of and concerning the Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, hereby made saleable, as aforesaid, or such and so many of them as shall be then existing, undetermined, or capable of taking Effect.

And, for promoting and facilitating the Sale of the Premises, for the Purposes aforesaid; It is hereby further Enacted and Declared, That the Receipt or Receipts of the said *John Allen Pusey* and *William Goostrey*, and the Survivor of them, and the Heirs of such Survivor, under his or their Hand or Hands respectively, shall be a sufficient Discharge to the Purchaser or Purchasers of the Premises hereby made saleable, as aforesaid, and to their respective Heirs, Executors, Administrators, and Assigns, for so much of the Purchase-money as in such Receipt or Receipts shall be acknowledged or expressed to be received; and that, after such Receipt or Receipts, the said Purchaser or Purchasers, their Heirs, Executors,



tors, Administrators, and Assigns, respectively, shall be and are hereby, absolutely acquitted and discharged of and from the same; and he, they, or any of them, after such Receipt or Receipts, shall not be answerable for any Loss, Misapplication, or Non-application, of the said Purchase-money, or any Part thereof.

And it is hereby further Enacted and Declared, That they the said *John Allen Pusey* and *William Goostrey* shall not, nor shall either of them, or the Heirs, Executors, or Administrators, of either of them, be answerable or accountable for any Money to be received by virtue of or under the Powers hereby given to or vested in them, as aforesaid, any otherwise than each Person for such Sum or Sums of Money as he shall respectively actually receive; and that no one of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults, of the other of them: And also, that they the said *John Allen Pusey* and *William Goostrey*, and their respective Heirs, Executors, and Administrators, shall and may, by and out of the Rents and Profits of the Premises hereby made saleable, as aforesaid, or by or out of the Money arising by Sale thereof, retain to and reimburse themselves all such Costs, Charges, and Expences, as they, or any of them, shall or may sustain, or be put unto, in and about the Execution of the Powers given to or vested in them by this Act.

And be it Enacted, by the Authority aforesaid, That it shall and may be lawful to and for the said *John Allen Pusey* and *William Goostrey*, and the Survivor of them, and the Heirs of such Survivor, by and with the Consent of the said *Henry Arthur* Earl of *Powis*, during his Life-time, to be signified, as aforesaid, or after his Death, at their own Discretion, by Indenture or Indentures, sealed and delivered in the Presence of Two or more Witnesses, to demise, lease, or grant, all or any Part or Parts of the said Manor, Messuages, Lands, and Hereditaments, situate, lying, and being, within the Manor or Parish of *Hendon* aforesaid, or elsewhere, in the County of *Middlesex*, so devised by the said Will of the said *William* Marquis of *Powis*, Upon the Trusts therein mentioned, unto any Person or Persons who shall be willing to build upon the same, for any Term or Number of Years not exceeding Ninety-nine Years, to take Effect in Possession, and not in Reversion; so as such Grant or Lease be made in order for the Premises to be built upon, or otherwise lastingly improved, with Liberty to pull down and demolish any Houses or Buildings standing and being on any Part of the Premises, to be comprised in such Demises or Leases, so as upon every such Demise or Lease, so to be made as aforesaid, there be reserved and made payable Quarterly or Half-yearly, during the Continuance of the Terms thereby to be granted, the best and most improved yearly Ground-Rent or Rents that, at the Time of making such Leases respectively, can be reasonably had or gotten for the same, without taking any Sum of Money, or other Thing, by way of Fine, Income, or Foregift; and so as the respective Lessees, to whom such Demises or Leases shall be made, do and shall execute Counterparts thereof, and enter into proper Covenants to build, and keep in Repair, the Messuages, Erections, and Buildings, intended and agreed to be erected and built upon the Ground thereby to be leased respectively;

ively; and also to leave, surrender, and yield up, the same Houses, Erections, and Buildings, in good and sufficient Repair at the End or Determination of the Term or Terms in such Leases respectively to be granted; and so as in every such Lease or Leases there be contained a Condition of Re-entry for Nonpayment of the Rent or Rents thereby respectively to be reserved; and so as no Clause be contained in any of the said Leases, giving Power to any Lessee to commit Waste, or exempting him, her, or them, from Punishment for committing the same; and such other Clauses, Conditions, Provisoos, Covenants, and Agreements, as are usual in Cases of the like Nature.

And it is hereby further Enacted, by the Authority aforesaid, That all and every Lease and Leases, so to be made by virtue and in pursuance of this Act, shall be good, valid, and effectual in the Law, against all the Uses, Trusts, and Limitations contained in the Will and Codicils of the said *William Marquis of Powis*, and the said Act of Parliament, herein before respectively recited, or referred to, or either of them.

Provided nevertheless, and it is hereby Enacted and Declared, That the Rent or Rents to be reserved on every such Lease and Leases, to be made in pursuance of this Act, shall go, enure, and belong, unto, and for the Benefit of, the Person or Persons who, for the Time being, by virtue of or under the Trusts and Limitations contained in the said recited Will and Act of Parliament respectively, shall be intitled to the Freehold and Inheritance of the same Premises immediately expectant on the Determination of such Leases respectively; any thing herein contained to the contrary thereof in any-wise notwithstanding.

And be it further Enacted, by the Authority aforesaid, That, for the better Preservation and safe Custody of the said Will of the said *William Marquis of Powis*, and the Codicils thereto, the Exemplification of the said Will and Codicils, under the Great Seal of *Great Britain*, or an attested Copy or Copies of the Inrollment thereof in the High Court of Chancery, signed by the Clerk of the Chapel of the Rolls, shall and may be produced, pleaded, and allowed in Evidence, at any Tryal, or in any Suit, in any of the Courts of Law or Equity in the Kingdom of *Great Britain*: And that, on producing the said Exemplification of the said Will and Codicils, or any such attested Copy or Copies of the said Inrollment thereof, as aforesaid, the same respectively shall and may be admitted to be read and pleaded, and be deemed, adjudged, taken, and allowed, in all and every the Courts of Law and Equity within the said Realm of *Great Britain*, to be as good and effectual, to all Intents and Purposes, as if the said original Will and Codicils had been produced, pleaded, and proved there.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (Other than



than and except the said *Henry Arthur* Earl of *Powis*, and *Barbara* Countess of *Powis* his Wife, and the first and every other Son of the said *Henry Arthur* Earl of *Powis*, on the Body of the said *Barbara* Countess of *Powis* his Wife, begotten or to be begotten, and the Heirs-Male of the Body and Bodies of such Son and Sons respectively, and the right Heirs of the said Lord *Edward Herbert*, and the said several Trustees in the said recited Act of Parliament named, either for preserving contingent Remainders, or executing the Trusts of the said Term of Eight hundred Years; and all and every other Person or Persons claiming, or to claim, any Estate, Right, Title, Trust, or Interest, of, in, to, or out of, the Premises hereby made saleable, or to be leased, in pursuance of this Act, or any Part thereof, by virtue of or under the said recited Will and Codicils, and Act of Parliament, respectively, or any of them); All such Estate, Right, Title, Interest, Claims, and Demands, of, in, to, and out of, the Premises so made saleable, and to be leased, as aforesaid, or any Part thereof, as they, every or any of them, had before the making this present Act, or could or might have had, held, or enjoyed, in case the same had not been made.

